

Case 2:14-cv-04139-RB Document 1 Filed 07/08/14 Page 1 of 54  
 CIVIL COVER SHEET

JS 44 (Rev. 12/12)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Gerald Levandoski and Patsy Levandoski

**(b) County of Residence of First Listed Plaintiff** Luzerne  
*(EXCEPT IN U.S. PLAINTIFF CASES)*

**(c) Attorneys (Firm Name, Address, and Telephone Number)**

Jason L. Greshes, Esquire  
 Kimmel & Silverman, P.C.  
 30 East Butler Pike  
 Ambler, PA 19002  
 (215) 540-8888

**DEFENDANTS**

Tiffin Motorhomes, Inc. and Ford Motor Company and Colton Auto, Inc.

County of Residence of First Listed Defendant

*(IN U.S. PLAINTIFF CASES ONLY)*

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

**II. BASIS OF JURISDICTION** *(Place an "X" in One Box Only)*

- |  |   |
|--|---|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question<br><i>(U.S. Government Not a Party)</i>                     |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 4 Diversity<br><i>(Indicate Citizenship of Parties in Item III)</i> |

**III. CITIZENSHIP OF PRINCIPAL PARTIES** *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

- | Citizen of This State                   | PTF                        | DEF  | PTF                        | DEF                                   |
|---|----------------------------|--|----------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> 1   | <input type="checkbox"/>   | Incorporated or Principal Place of Business In This State                                | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input checked="" type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans <i>(Excludes Veterans)</i> <input checked="" type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/>

**V. ORIGIN** *(Place an "X" in One Box Only)*

- |   |   |  |   |  |   |
|---|---|--|---|--|---|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from Another District | <input type="checkbox"/> 6 Multidistrict Litigation<br><i>(specify)</i> |
|---|---|--|---|--|---|

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:

28 U.S.C. sec. 1332

Brief description of cause:

Lemon Law/Breach of warranty Claim

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ Repurchase per NY Lemon Law; Vehicle cost \$162,224.92

CHECK YES only if demanded in complaint:

JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY**

*(See instructions):*

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

*[Handwritten Signature]*

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44****Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
  
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
  - United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
  - Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
  
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
  
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
  
- V. Origin.** Place an "X" in one of the six boxes.
  - Original Proceedings. (1) Cases which originate in the United States district courts.
  - Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
  - Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
  
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
  
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
  - Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
  - Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
  
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff:  
150 Kestrel Road, Mountain Top, PA 18707

Address of Defendant:  
Tiffin Motorhomes, Inc., 105 2<sup>nd</sup> Street NW, Red Bay, AL 35582  
Ford Motor Company, 300 Renaissance Center, Detroit, MI 48090  
Colton Auto, Inc., 3122 Niagara Falls Blvd., N. Tonawanda, NY 14120

Place of Accident, Incident or Transaction: New York (Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?  
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes  No

Does this case involve multidistrict litigation possibilities? Yes  No

*RELATED CASE, IF ANY:*

Case Number: \_\_\_\_\_ Judge \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes  No
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes  No
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes  No
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes  No

CIVIL: (Place \_ in ONE CATEGORY ONLY)

A. *Federal Question Cases:*

1.  Indemnity Contract, Marine Contract, and All Other Contracts
2.  FELA
3.  Jones Act-Personal Injury
4.  Antitrust
5.  Patent
6.  Labor-Management Relations
7.  Civil Rights
8.  Habeas Corpus
9.  Securities Act(s) Cases
10.  Social Security Review Cases
11.  All other Federal Question Cases  
(Please specify)

B. *Diversity Jurisdiction Cases:*

1.  Insurance Contract and Other Contracts
2.  Airplane Personal Injury
3.  Assault, Defamation
4.  Marine Personal Injury
5.  Motor Vehicle Personal Injury
6.  Other Personal Injury (Please specify)
7.  Products Liability
8.  Products Liability — Asbestos
9.  All other Diversity Cases- Lemon Law Breach of Warranty Claims

(Please specify)

**ARBITRATION CERTIFICATION**

(Check Appropriate Category)

I, Jason Greshes, counsel of record do hereby certify:

Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;

Relief other than monetary damages is sought.

DATE: 7/8/14

Jason L. Greshes  
Attorney-at-Law

71903  
Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 7/8/14

Jaosn L. Greshes  
Attorney-at-Law

71903  
Attorney I.D. #

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**CASE MANAGEMENT TRACK DESIGNATION FORM**

Gerald Levandoski and : CIVIL ACTION  
Patsy Levandoski :  
v. :

Tiffin Motorhomes, Inc. and Ford Motor : NO.  
Company, Inc. and Colton Auto, Inc. :

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( X )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ( )

7/8/14

Date

Jason L. Greshes  
Attorney-at-law

Plaintiffs  
Attorney for

215-540-8888

215-540-8817

jgreshes@lemonlaw.com

Telephone

FAX Number

E-Mail Address

1  
2                   **UNITED STATES DISTRICT COURT**  
3                   **FOR THE**  
4                   **EASTERN DISTRICT OF PENNSYLVANIA**

5  
6  
7       GERALD E. LEVANDOSKI and                   )  
8       PATSY L. LEVANDOSKI                          )  
9    )  
10      Plaintiff                                        )  
11      v.   ) **Case No.:**  
12    )  
13      TIFFIN MOTORHOMES, INC. AND                   ) **COMPLAINT AND DEMAND FOR**  
14      FORD MOTOR COMPANY AND COLTON            ) **JURY TRIAL**  
15      AUTO, INC.                                        )  
16    ) **(Lemon Law/Breach of Warranty Claim)**

17  
18                   Defendant

19  
20                   **COMPLAINT**

21  
22       GERALD E. AND PATSY L. LEVANDOSKI, ("Plaintiffs"), by their attorneys,  
23  
24       KIMMEL & SILVERMAN, P.C., alleges the following against FORD MOTOR COMPANY  
25       AND TIFFIN MOTORHOMES, ("Defendants"):

55  
56                   **INTRODUCTION**

57       1. Plaintiffs, Gerald E. and Patsy L. Levandoski, are adult individual citizens and legal  
58       residents of the Commonwealth of Pennsylvania, residing at 150 Kestrel Road, Mountain Top,  
59       Luzerene County, PA 18707.

60       2. Defendant, Tiffin Motorhomes, Inc., is an Alabama corporation which regularly conducts  
61       business in the Commonwealth of Pennsylvania, with its address and principal place of business  
62       located at 105 2<sup>nd</sup> Street, NW, Red Bay, AL 35582, and can be served at same.

63       3. Defendant, Ford Motor Company, is a Michigan corporation qualified to do and which  
64       regularly conducts business in the Commonwealth of Pennsylvania, with its address and  
65       principal place of business located at 300 Rennasaince Center, Detroit, Michigan 48090, with a

1 Pennsylvania registered address for service c/o CT Corporation, 116 Pine Street, Suite 320,  
2  
3 Harrisburg, PA 17101.  
4  
5

6       4. Defendant, Colton Auto, Inc., is a New York corporation qualified to do and  
7 which regularly conducts business in the Commonwealth of Pennsylvania, with its address  
8 and principal place of business located at 3122 Niagara Falls Blvd., N. Tonawanda, NY  
9  
10 14120 and can be served at same.  
11  
12  
13  
14  
15  
16  
17

#### **JURISDICTION AND VENUE**

20       5. Jurisdiction of this court arises pursuant to 28 U.S.C. §1332 as the amount in  
21 controversy exceeds \$75,000.00, exclusive or interest and costs and the parties are citizens of  
22 different states and citizens of a foreign states.  
23  
24  
25

6. The vehicle in question is kept in Luzerne County, PA and was originally registered in  
Luzerne County, PA and remains registered in Luzerne County, PA; as such, venue is proper  
pursuant to 28 U.S.C. § 1391(b)(2).

#### **FACTUAL ALLEGATIONS**

7. On or about August 18, 2011, Plaintiffs purchased a new 2011 Tiffin Allegro,  
manufactured and warranted by Defendants, bearing the Vehicle Identification Number  
1F66F5DY5B0A10048. Said motor home was manufactured by Tiffin utilizing the  
chassis manufactured by Ford Motor Company that was purchased by the Plaintiff as a  
completed Tiffin motor vehicle sold by Colton Auto, Inc., an authorized Tiffin dealer.

8. The vehicle was purchased in the State of New York and is registered in the Commonwealth of Pennsylvania.

9. The contract price of the vehicle, including registration charges, document fees, sales tax, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$162,224.92. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

10. In consideration for the purchase of said vehicle, Defendants issued to Plaintiffs several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

11. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendants and Plaintiffs.

12. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendants' warranty materials and owner's manual. A true and correct copy of the warranty information is attached hereto, made a part hereof and marked Exhibit "B".

13. However, as a result of the ineffective repair attempts made by Defendants through their authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiffs.

14. The first documented warranty repair attempt is believed to have occurred on or before April 12, 2012, when the vehicle odometer showed 6,183 miles. On that date, repair attempts were made to the leak in the transmission and exhaust hanger is loose. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

15. The second documented warranty repair attempt is believed to have occurred on or before October 23, 2012, when the vehicle odometer showed approximately 12,533 miles. On that date, repair attempts were made to the leak in the transmission. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

16. The third documented warranty repair attempt is believed to have occurred on or before November 05, 2012, when the vehicle odometer showed 12,663 miles. On that date, repair attempts were made to the leak in the transmission. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

17. The fourth documented warranty repair attempt is believed to have occurred on or before August 06, 2013, when the vehicle odometer showed 19,757 miles. On that date, repair attempts were made to the leak in the transmission and transmission slips. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "F".

18. The fifth documented warranty repair attempt is believed to have occurred on or before August 29, 2013, when the vehicle odometer showed 19,824 miles. On that date, repair attempts were made to the leak in the transmission. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "G".

19. The sixth documented warranty repair attempt is believed to have occurred on or before September 10, 2013, when the vehicle odometer showed 20,065 miles. On that date, repair attempts were made to the vehicle continues to blow transmission oil from the vents. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "H".

20. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq. True and correct copies of additional repair invoices are attached hereto, made a part hereof and marked Exhibit "I".

## COUNT I NEW YORK LEMON LAW

21. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

22. Plaintiffs, are "Purchasers" as defined by the New York General Business Law Section 198-a(a)(1) et. seq. (hereinafter "The Lemon Law") and Defendants are "Manufacturers" as referenced by The Lemon Law.

23. The involved vehicle is a "Motor vehicle" as defined by New York General Business Law Section 198-a(a)(2), specifically said vehicle is a motor vehicle which was subject to a manufacturer's express warranty at the time of original delivery and was purchased, leased or transferred in the State of New York within either the first eighteen thousand miles of operation or two years from the date of original delivery.

24. The motor vehicle was purchased in the State of New York on August 18, 2011 from Colton Auto, Inc., which is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles in the State of New York, and, as such, the motor vehicle was sold subject to New York General Business Law Section 198-a(a)(1) et seq. (hereinafter "The Lemon Law").

25. On or about August 18, 2011, Plaintiffs took possession of the above-mentioned vehicle and experienced non-conformities as defined by The Lemon Law, which substantially impair the use, value and/or safety of the vehicle.

26. The non-conformities violate the express written warranties issued to Plaintiffs by Defendants.

27. Section 198-a(c)(1) of the Lemon Law provides:  
If, within the period specified in subdivision (b) of this section, the manufacturer or its agents or authorized dealers are unable to

1 repair or correct any defect or condition which substantially  
2 impairs the value of the motor vehicle to the consumer after a  
3 reasonable number of attempts, the manufacturer, at the option of  
4 the consumer, shall replace the motor vehicle with a comparable  
5 motor vehicle, or accept return of the vehicle from the consumer  
6 and refund to the consumer the full purchase price . . . .  
7  
8  
9

10 28. Section 198-a(d) of the Lemon Law provides a presumption that a reasonable  
11 number of repair attempts have been undertaken if:  
12

13 (1) The same nonconformity, defect or condition has been  
14 subject to repair four or more times by the manufacturer or its  
15 agents or authorized dealers within the first eighteen thousand  
16 miles of operation or during the period of two years following the  
17 date of original delivery of the motor vehicle to a consumer,  
18 whichever is the earlier date, but such nonconformity, defect or  
19 condition continues to exist; or  
20  
21

22 (2) The vehicle is out of service by reason of repair of one or  
23 more nonconformities, defects or conditions for a cumulative total  
24 of thirty or more calendar days during either period, whichever is  
25 the earlier date.

29. Plaintiffs have satisfied the above definition as the vehicle has been subject to  
repair more than four (4) times for the same non-conformity, and the non-conformity remains  
uncorrected; moreover, pursuant to New York General Business Law Section 198-a(a)(1) et. seq.  
(hereinafter "The Lemon Law") the non-conformities involved are not conditions of the living area  
of the vehicle.

30. In addition, the above vehicle has or will be in the future out of service by reason  
of the non-conformities complained of for a cumulative total of thirty (30) days or more.

31. Plaintiffs have delivered the non-conforming vehicle to an authorized service and  
repair facility of the manufacturer on numerous occasions. After a reasonable number of  
attempts, the manufacturer was unable to repair the non-conformities.

32. The vehicle continues to exhibit defects and nonconformities which substantially  
impair its use, value and/or safety as provided by the New York Lemon Law.

1  
2       33. The non-conformities listed above substantially impair the value of the subject  
3 motor vehicle and continue to exist even after a reasonable number of repair attempts by the  
4 Defendants.  
5  
6

7  
8       34. In addition, Plaintiffs aver the vehicle has been subject to additional repair  
9 attempts for defects and/or nonconformities and/or conditions for which the dealer did not  
10 maintain records.  
11  
12

13  
14       35. Plaintiffs have been and will continue to be financially damaged due to  
15 Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of  
16 The New York Lemon Law.  
17  
18

19  
20       36. Pursuant to The New York Lemon Law, Plaintiffs seek relief for losses due to the  
21 non-conformities and defects in the above-mentioned vehicle in addition to reasonable attorney  
22 fees and all court costs.  
23  
24

25  
WHEREFORE, Plaintiffs respectfully demand judgment against Defendants in an  
amount equal to the contract price of the subject vehicle, plus all collateral charges and  
attorney fees.

**COUNT II**  
**AGAINST FORD COMPANY COMPANY AND TIFFIN MOTORHOMES, INC.**  
**AND COLTON AUTO, INC.**  
**DEFENDANTS' VIOLATED THE**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

37. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by  
reference as if fully set forth at length herein.
38. Plaintiffs have or may have resorted to Defendants' informal dispute settlement  
procedure, to the extent said procedure complies with 16 CFR 703.

1       39. Plaintiffs aver that the Federal Trade Commission (FTC) has determined that no  
2       automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63  
3       (Apr. 2, 1997).

4       40. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

5       41. Defendants are "suppliers", "warrantors", and "service contractors" as defined by 15  
6       U.S.C. § 2301 (4),(5) and (8).

7       42. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

8       43. By the terms of its written warranties, affirmations, promises, or service contracts,  
9       Defendants agreed to perform effective repairs at no charge for parts and/or labor.

10      44. The Magnuson-Moss Warranty Improvement Act requires Defendants to be bound by all  
11     warranties implied by state law. Said warranties are imposed on all transactions in the state in  
12     which the vehicle was delivered.

13      45. Defendants have made attempts on several occasions to comply with the terms of its  
14     express warranties; however, such repair attempts have been ineffective.

15      46. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

16       If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be  
17       allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of  
18       costs and expenses (including attorney fees based upon actual time expended), determined by the court to  
19       have been reasonably incurred by the Plaintiff for, or in connection with the commencement and  
20       prosecution of such action, unless the court, in its discretion shall determine that such an award of  
21       attorney's fees would be inappropriate.

22      47. Plaintiffs have afforded Defendants a reasonable number of opportunities to conform the  
23     vehicle to the aforementioned express warranties, implied warranties and contracts.

24      48. As a direct and proximate result of Defendants' failure to comply with the express written  
25     warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1),  
Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

1       49. Defendants' failure is a breach of Defendants' contractual and statutory obligations  
2 constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not  
3 limited to: breach of express warranties; breach of implied warranty of merchantability; breach  
4 of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an  
5 Unfair Trade Practice.

6       50. Plaintiffs aver that Defendants' warranty was not provided to Plaintiffs until after the  
7 vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute  
8 provisions ineffective for a failure of consideration.

9       51. Plaintiffs aver Defendants' Dispute Resolution Program was not in compliance with 16  
10 CFR 703 for the model year of the subject vehicle.

11       52. Plaintiffs aver that Defendants' warranty did not require Plaintiffs to first resort to a  
12 Dispute Resolution Program before filing suit.

13       53. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein,  
14 all attorney fees are recoverable and are demanded against Defendants.

15       WHEREFORE, Plaintiffs respectfully demands judgment against Defendants in an amount  
16 equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential  
17 damages, reasonable attorneys' fees, and all court costs.

**COUNT III**  
**AGAINST FORD COMPANY COMPANY AND TIFFIN MOTORHOMES, INC.**  
**AND COLTON AUTO, INC.**  
**NY CODE ART.22-A**  
**CONSUMER PROTECTION FROM DECEPTIVE ACTS &**  
**PRACTICES**

18       54. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by  
19 reference as if fully set forth at length herein.

1       55. The sale of the subject vehicle to the Plaintiffs under the misrepresentation that the  
2 vehicle was free from defects that would substantially impair the use, value, or safety of the  
3 vehicle represents an unlawful or deceptive trade practice under N.Y. Gen. Law § 349.  
4  
5

6       56. Defendants violated N.Y. Gen. Law § 349 in one or more of the following ways:  
7  
8

9       57. Making of fraudulent and/or negligent representations, as herein before alleged;  
10  
11

12       58. Representing the subject vehicle to be of good, merchantable quality, free from defects,  
13 when in fact it was not;  
14  
15

16       59. Representing that the repairs could be performed properly, within a reasonable time,  
17 when Defendants knew, or should have known that this was not the case;  
18  
19

20       60. Failing to reveal material facts including but not limited to the nature of the  
21 nonconformities and defects complained of herein; and  
22  
23

24       61. Failing to offer a refund of the purchase price of the subject vehicle in accordance with  
25 the applicable warranties.

62. Defendants are in the business of selling motor vehicle and therefore the violations are  
likely to affect the general public now and in the future.

63. Defendants violated the law willfully and knowingly.

WHEREFORE, the Plaintiffs respectfully demand judgment against the defendant in a sum  
which exceeds the jurisdictional limits of all lower courts which would otherwise have  
jurisdiction; money damages in whatever amount the Plaintiffs are found to be entitled, plus any  
interest, costs, incidental and consequential damages; Equitable relief including, but not limited  
to, repurchase or replacement of the subject vehicle, and in the event that this Court finds  
Plaintiffs are not entitled to repurchase or replacement; any other relief this Court deems just;  
and attorneys' fees.

1  
2  
3 WHEREFORE, Plaintiffs, GERALD E. AND PATSY L. LEVANDOSKI, respectfully prays  
4  
5 for a judgment as follows:

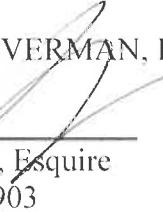
- 6  
7 a. For a trial by jury on all issues except the determination of reasonable attorney's fees  
8 and costs and the determination of which damages shall be trebled, which are  
9 reserved for determination by the Court in the event that Plaintiffs prevails at a trial  
10 on the merits;
- 11  
12 b. The "full purchase price" of the vehicle, collateral charges, incidental and  
13 consequential damages under all Counts above;
- 14  
15 c. Judgment against Defendant in an amount equal to three times Plaintiffs' actual  
16 damages under Count IV;
- 17  
18 d. Costs, including expert witness fees and reasonable attorney's fees; and
- 19  
20 e. For such other relief as this Honorable Court deems just and proper
- 21  
22  
23  
24  
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**DEMAND FOR JURY TRIAL**

PLEASE TAKE NOTICE that Plaintiffs, GERALD E. AND PATSY L. LEVANDOSKI,  
demand a jury trial in this case.

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5 DATED: 06/10/14  
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RESPECTFULLY SUBMITTED,

KIMMEL & SILVERMAN, P.C.,  


By: /S/  
Jason L. Greshes, Esquire  
Attorney ID #71903  
Kimmel & Silverman, P.C.  
30 E. Butler Pike  
Ambler, PA 19002  
Phone: (215) 540-8888  
Fax: (215) 540-8817  
Email:jgreshes@lemonlaw.com

## CERTIFICATE OF SERVICE

I hereby certify that on this 8<sup>th</sup> day of July, 2014, a copy of the foregoing document was sent via Federal Express. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All parties that have been served are listed below and will be served by regular U.S. Mail, first-class, postage pre-paid. Parties may access this filing through the Court's electronic filing system.

Ford Motor Company  
c/o CT Corporation System  
116 Pine Street  
Suite 320  
Harrisburg, PA 17101

Tiffin Motorhomes, Inc.  
105 2<sup>nd</sup> Street, NW  
Red Bay, AL 35582

Colton Auto, Inc.  
3122 Niagara Falls Blvd.  
N. Tonawanda, NY 14120

Respectfully submitted,

Kimmel & Silverman, P.C.

By: \_\_\_\_\_ /S/

Jason L. Greshes, Esq.  
Attorney for Plaintiff  
Kimmel & Silverman, P.C.  
30 E. Butler Pike  
Ambler, PA 19002  
(215) 540-8888  
[jgreshes@lemonlaw.com](mailto:jgreshes@lemonlaw.com)

Date: 7/8/14

<b>RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT</b>		Seller COLTON AUTO, INC. 3122 NIAGARA FALLS BLVD N. TONAWANDA NY 14210  "We" and "us" mean the Seller above, its successors and assigns.	Buyer GERALD E. LEVANDOSKI PATSY L. LEVANDOSKI 150 KESTREL RD MOUNTAIN TOP, PA 18707  "You" and "your" mean each Buyer above, and guarantor, jointly and individually.
No.			
Date	08/18/11		

**SALE:** You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and services described below. The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of Year 2013      VIN 1F66F60Y6B0A10048  
 Motor Vehicle Make TIFFIN MOTOR HOME  
 Purchased Model 347GA      Lic. No./Year  
 New  Used

Other:

Description of Trade-In      2002 WINNERBAGO SIGHTSEER 30 B

**SECURITY:** To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessions, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. You also assign to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

**PROMISE TO PAY AND PAYMENT TERMS:** You promise to pay us the principal amount of \$ 101857.60, plus credit service charges accruing on the unpaid balance at the rate of 4.75 % per year from today's date until maturity. Credit service charges accrue on a 365 day basis. After maturity, or after you default and we demand payment, we will earn finance charges on the unpaid balance at 4.75 % per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

If checked, you agree to our charging you deducting the acquisition cost of \$15.00 before you prepay this Contract in full without penalty. The acquisition fee of \$15.00 may be considered a prepayment penalty for purposes of Federal Truth In Lending Law disclosures even though New York law does not label it as a penalty.

#### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 4.75 %	FINANCE CHARGE The dollar amount the credit will cost you. \$ 40745.60	AMOUNT FINANCED The amount of credit provided to you or on your behalf. \$ 101857.60	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments. \$ 142603.20	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ 19821.72 \$ 192224.92
---	--	--	---	--

**Payment Schedule:** Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
180	\$ 702.24	MONTHLY PAYMENTS TO BEGIN ON 09/17/11 FINAL PAYMENT DUE ON 08/17/26

**Security:** You are giving a security interest in the Motor Vehicle purchased.

**Late Charge:** If a payment is more than 10 days late, you will be charged 5% OF THE UNPAID AMOUNT OF THE PAYMENT DUE

**Prepayment:** If you pay off this Contract early, you  may  will not have to pay a penalty.

**Contract Provisions:** You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

**CREDIT INSURANCE:** Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

**Credit Life:** Insured \_\_\_\_\_  
 Single  Joint Prem. \$ N/A Term \_\_\_\_\_

**Credit Disability:** Insured \_\_\_\_\_  
 Single  Joint Prem. \$ N/A Term \_\_\_\_\_

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverage.

**ITEMIZATION OF AMOUNT FINANCED**  
 Vehicle Price (incl. sales tax of \$ 4888.62) \$ 121404.32  
 Service Contract, Paid to: NOT INCLUDED \$ N/A  
 Amount to Finance line e. (if e. is negative) \$ N/A  
**Cash Sale Price** \$ 121404.32  
 Manufacturer's Rebate \$ N/A  
 Cash Down Payment \$ 15000.00  
 Deferred Down Payment \$ N/A  
 a. Total Cash/Rebate Down \$ 15000.00  
 b. Trade-In Allowance \$ 35000.00



health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

**Credit Life: Insured**

Single  Joint Prem. \$ N/A Term \_\_\_\_\_

**Credit Disability: Insured**

Single  Joint Prem. \$ N/A Term \_\_\_\_\_

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

Buyer d/o/b Buyer d/o/b

**PROPERTY INSURANCE:** You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ 1000.00. If you get insurance from or through us you will pay \$ N/A for \_\_\_\_\_ of coverage.

This premium is calculated as follows:

<input type="checkbox"/> \$ <u>N/A</u>	Deductible, Collision Coverage \$ <u>N/A</u>
<input type="checkbox"/> \$ <u>N/A</u>	Deductible, Comprehensive Cov. \$ <u>N/A</u>
<input type="checkbox"/> Fire-Theft and Combined Additional Coverage \$ <u>N/A</u>	
<input type="checkbox"/>	\$ <u>N/A</u>

**Liability insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated.**

**GAP AMOUNT:** In the event of a total loss of the Property due to its theft, confiscation, or physical damage, you agree that you will pay the difference between the amount of insurance proceeds and the amount you still owe us (GAP Amount). We are required by state law to offer you a waiver of our right to hold you responsible for the GAP Amount in the event of a total loss of the Property caused by theft or physical damage. We are allowed to charge a fee for this GAP Waiver. You may also be able to, on your own and at your expense, purchase insurance covering the GAP Amount. See the GAP Liability Notice provided to you separately.

**FEDERAL GAP DISCLOSURE:** A GAP Waiver is not required to obtain credit and we will not provide it unless you sign and agree to pay the additional cost. If you purchase a GAP Waiver from us you will pay \$ N/A for the term of this Contract.

I want the optional GAP Waiver at the stated cost.

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

**SERVICE CONTRACT:** With your purchase of the Vehicle, you agree to purchase a Service Contract to cover \_\_\_\_\_.

This Service Contract will be in effect for \_\_\_\_\_.

**ASSIGNMENT:** This Contract and Security Agreement is assigned to \_\_\_\_\_, BANK OF THE WEST, the Assignee, phone 1-800-643-2322.

under the terms of a separate agreement.  under the terms of the ASSIGNMENT BY SELLER on page 2.  This assignment is made with recourse.

Seller: By COLTON AUTO, INC. Date 08/18/11

## NEW YORK RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

Experian © 1982, 1995 Bankers Systems, Inc., St. Cloud, MN Form RS-SI-MV-NY 9/16/2003

Vehicle Price (incl. sales tax of \$ <u>4869.82</u> )	\$ <u>121404.32</u>
Service Contract, Paid to: <u>NOT INCLUDED</u>	\$ <u>N/A</u>
Amount to Finance line e. (if e. is negative)	\$ <u>N/A</u>
Cash Sale Price	\$ <u>121404.32</u>
Manufacturer's Rebate \$ <u>N/A</u>	
Cash Down Payment \$ <u>15000.00</u>	
Deferred Down Payment \$ <u>N/A</u>	
a. Total Cash/Rebate Down \$ <u>15000.00</u>	
b. Trade-In Allowance \$ <u>35000.00</u>	
c. Less: Amount owing \$ <u>30376.28</u>	
Paid to:	
d. Net Trade-In (b. minus c.) \$ <u>4821.72</u>	
e. Net Cash/Trade-In (a. plus d.) \$ <u>19621.72</u>	
<b>Down Payment (e.; disclose as \$0 if negative)</b>	\$ <u>19621.72</u>
<b>Unpaid Balance of Cash Sale Price</b>	\$ <u>101782.60</u>
Paid to Public Officials - Filing Fees	\$ <u>N/A</u>
Insurance Premiums*	\$ <u>N/A</u>
GAP Waiver Paid to Seller	\$ <u>N/A</u>
To: <u>DOC FEE</u>	\$ <u>75.00</u>
To: <u>NY STATE INSPECTION</u>	\$ <u>N/A</u>
To: <u>VST FEE</u>	\$ <u>N/A</u>
To: _____	\$ <u>N/A</u>
<b>Total Other Charges/Amounts Pd. to Others</b>	\$ <u>75.00</u>
Less: Prepaid Finance Charges	\$ <u>N/A</u>
Amount Financed \$ <u>101857.60</u>	

\*We may retain or receive a portion of this amount.

**NOTICE TO BUYER**

(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the credit service charge. (4) According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

BY SIGNING BELOW BUYER AGREES TO THE TERMS  
ON PAGES 1 AND 2 OF THIS CONTRACT  
AND ACKNOWLEDGES RECEIPT OF A COPY OF  
THIS RETAIL INSTALLMENT CONTRACT.

Buyer: \_\_\_\_\_

08/18/11

Date

Signature

08/18/11

Date

Signature

Seller: By \_\_\_\_\_



## CUSTOMER SIGNATURE:

## SPECIAL NOTICE TO CONSUMER

IF UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION, THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED-IN (IF THE SELLER CHOOSES NOT TO RETURN IT TO YOU) SHALL NOT BE THE VALUE LISTED IN THIS DOCUMENT. INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO DEALERS ASSOCIATION USED CAR GUIDE WHOLESALE VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE, IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.

## CASH OR CASHIER CHECK

## DUE ON DELIVERY

AMOUNT TO BE FINANCED

ADDITIONS

TOTAL

\$ 101,857.00

101,857.00

The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

I have read the terms on the back of this agreement and have received a completed copy of this agreement. I represent and warrant that any car I trade to you is not a branded vehicle.

BUYER'S SIGNATURE: Donald F. Frazee, Jr.

DATE: 08/18/11

CO-BUYER'S SIGNATURE: John J. Frazee

DATE: 08/18/11

SALESMAN SIGNATURE: D. F. Frazee

APPROVED BY:

Customer's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

SEE OTHER SIDE FOR ADDITIONAL TERMS

# Tiffin Motorhomes, Inc.



## HOUSE/COACH LIMITED WARRANTY

---

Owner's Name

---

Dealer

---

Owner's Address

---

Dealer's Address

---

Owner's Telephone Number

---

Dealer's Phone No.

---

Chassis-Vehicle Identification  
Number (VIN)

---

Salesperson

---

Date of Delivery

---

Vehicle Mileage at Time of  
Delivery

THIS FOLDER SHOULD BE KEPT WITH THE MOTORHOME  
AT ALL TIME AND SHOULD REMAIN WITH THE  
MOTORHOME AT TIME OF RESALE



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## CONGRATULATIONS!

We are happy to welcome you to the proud family of Tiffin Motorhome customers. Your motorhome has been built with pride by the folks in Red Bay, Alabama, and they hope it brings you years of trouble-free enjoyment. Your new motorhome is a complex and sophisticated machine, literally a house-on-wheels. It is the product of hard work and careful planning by many different designers and manufacturers, each of which takes responsibility for the portion of the motorhome built by them. They all stand behind their products in the event that there are problems.

To assure your continued enjoyment of this motorhome, we are providing you with the following information on how to obtain service when the need arises. Given the complexity of motorhomes, it should be expected that some systems or components may not operate correctly from time to time. It may take time to diagnose and repair such problems. When this happens, we thank you in advance for your patience and understanding. We strive to do everything we can in manufacturing and servicing your motorhome to see that you are and remain satisfied with your purchase.

### **HOUSE/COACH BASIC LIMITED WARRANTY**

**1. COVERAGE TO PURCHASER.** This limited warranty (Limited Warranty) applies to the original retail purchaser (Purchaser) and does not apply to an owner other than the Purchaser except as to the 10-year Unitized Construction and 5-year Sidewall Delamination Limited Warranty below. This Limited Warranty covers only the house/coach portion (and not the chassis) of those motorhomes purchased in the United States or Canada and operated in those countries. This Limited Warranty also does not apply to any rental or leased unit, or to any unit used in whole or in part for a commercial purpose.

**2. WARRANTY PERIOD AND REMEDIES.** Tiffin Motor Homes, Inc. (Tiffin) promises to repair or replace, as necessary, at its option, any defects in materials or workmanship, to the covered portion of the motorhome which are defective at the time of purchase or become defective during normal use during the Warranty Period, at no charge to purchaser. Replacement parts may be new, remanufactured, reconditioned, or repaired, depending on the component involved. These are purchaser's sole and exclusive remedies. The Warranty Period shall begin on the date that the

motorhome is delivered to you and shall continue for one (1) year from that date or until you have driven said motorhome 12,000 miles, whichever occurs first (the Warranty Period).

*This warranty does not apply to items and parts not manufactured by Tiffin, nor to items purchased, manufactured or installed outside the Tiffin factory. Except as provided in this Limited Warranty, the entire risk as to the quality and performance of the motorhome is with the Purchaser.*

**3. 10-YEAR UNITIZED CONSTRUCTION AND 5-YEAR SIDEWALL DELAMINATION LIMITED WARRANTY.**

A. For a period of ten (10) years from the date of purchase, Tiffin promises to repair or replace, as necessary, for the Purchaser or for any subsequent owners, any defects in material or workmanship to the unitized construction of the motorhome. The unitized construction includes the steel and/or aluminum, roof, walls, and floor structural frame.

B. As provided below, Tiffin promises to repair or replace, as necessary, for the Purchaser or for any subsequent owners affected portions of the Hydra-Vac fiberglass sidewalls in the event of delamination. As used herein, "delamination" means measurable separation within the fiberglass laminate. This includes blistering, microcracking, crazing, thermal fatigue cracking, air pockets, boardlines, rot, or substrate corrosion. This limited warranty varies in length and coverage as follows:

1. For a period of three (3) years from the date of original purchase or 50,000 miles, whichever occurs first, Tiffin will pay the entire cost of any repairs or replacement.
2. In the fourth year, Tiffin will pay 50% of the cost of materials and 50% of the cost of labor for any repairs or replacement.
3. In the fifth year, Tiffin will pay 25% of the cost of materials and 50% of the cost of labor for any repairs or replacement.

**4. ITEMS NOT COVERED.** Warranty coverage does not apply to improvements that Tiffin did not manufacture. Such items include, but are not limited to:

Tires and Wheels

Chassis including operational characteristics such as ride, road feel, and handling sensation

Drive Train

Engine

Transmission

Appliances

Television and VCR, DVD, Stereo Surround System, and Satellite TV System

Generator

Batteries

Routine Maintenance Items, such as:

- Oil and Air Filters
- Vacuum Cleaner Bags
- Windshield Wiper Blades
- Light Bulbs

All items not manufactured by Tiffin and items which are installed outside the Tiffin factory. The only warranties on these items, if any, are made by the respective manufacturers of such items.

**5. LIMITATIONS ON WARRANTY COVERAGE.** Expect as provided in this warranty, if the motorhome proves defective after purchase, either Purchaser, the component manufacturer or other manufacturer, distributor or retailer, but not Tiffin, assumes the entire cost of necessary servicing or repair. The following are limits to Tiffin's warranty and this warranty does not cover:

- The parts and labor which are used to maintain your motorhome.

- The parts of your motorhome which are subject to normal wear and tear, such as windshield wiper blades.
- Damage which results from fire, accident, acts of God, environmental conditions, or any other cause of damage beyond Tiffin's control.
- Damage which results from someone altering or modifying the motorhome, misusing it, tampering with it or any of its parts, or use of improper fuel or other items.
- Deterioration of sheet metal, paint, sealants, or other items which result from use and exposure to the environment.
- Additional equipment or accessories installed at any dealership or other place of business, or by any other party other than Tiffin.
- Transportation costs and related expenses.
- Damages which result from failure to properly maintain your motorhome in accordance with the Owner's Manual which accompanied your Tiffin motorhome. In particular, damages from failure to regularly check and maintain seals around roof penetrations, windows, joints, and seams, as required in the Tiffin Owner's Manual, shall not be covered under this limited warranty. Purchaser shall retain documentation in the form of service receipts proving compliance with the required maintenance schedule included in the Tiffin Owner's Manual.
- Damages resulting from unauthorized alterations or modifications of the motorhome, or from any of the following:
  - Collision, fire, theft, freezing, extreme heat, vandalism, riot, explosion, or objects striking the motorhome;
  - Accident, negligence, misuse or abuse of the motorhome such as driving on unimproved surfaces, racing, overloading, improper balancing of a load, or any other unintended use;

- Failing to take reasonable protective steps after discovering a problem or defect;
- Failing to follow good housekeeping practices, including the failure to provide adequate ventilation, which can cause or result in rust, mold growth, or other problems;
- Items that are working properly as designed but which you desire to change due to their design, placement of components or ordinary operational characteristics;
- Various items and components on your motorhome will require adjustment from time to time. This warranty does not cover those adjustments as they are part of ordinary maintenance. Such items include slide-outs, entry doors, storage bay doors, cabinet doors, shelving, interior doors, etc.;
- Deterioration of sheet metal, paint, sealants, or other items which result from use and exposure to the environment, including but not limited to exposure to marine (salt water) atmosphere, spray of either salt or freshwater or corrosive chemicals, ash or fumes generated or released by motorhomes or any other source;
- Collateral damage caused by delays in reporting a warranty defect.

**6. DISCLAIMER OF WARRANTIES.** Except as described in this Limited Warranty, and to the extent allowed by law, Tiffin makes no other warranty of any kind whatsoever, expressed or implied. Tiffin disclaims all Warranties, expressed, implied, statutory, or those that might arise from course of dealing or custom of trade, and including all implied warranties of merchantability and fitness for a particular purpose.

To the extent any implied warranty is not disclaimed, it shall be limited to the Warranty Period and shall be limited in scope of coverage to those portions of the motorhome covered by this Limited Warranty. Except as to this Limited Warranty, if the motorhome proves defective after purchase, the Purchaser, the component manufacturer or other manufacturer,

the distributor, or the retailer, and not Tiffin, assumes the entire cost of all necessary services and repairs.

Further, Tiffin does not undertake responsibility for any statements, representations, or warranties made by any dealers selling its products beyond those herein expressed.

Tiffin, representatives of Tiffin, or others, may have made oral statements about the motorhome. Such statements are not to constitute warranties and shall not be relied upon by the Purchaser, and are not part of the contract of sale. The entire warranty contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of this Limited Warranty.

No modification of this Limited Warranty should be effective unless it is in writing and signed by an officer of Tiffin Motorhomes, Inc.

**7. LIMITATION ON DAMAGES.** Tiffin is not responsible for any loss, injury or damage to person or property resulting from any defect in the motorhome, nor is Tiffin liable for direct, indirect, incidental, special or consequential damages of any nature to any person sustained from any cause.

Among other things, this Limited Warranty does not cover damages, if any, from loss of use including, without limitation, the cost of lodging, cost of meals, car or other rentals, travel costs, loss of pay or revenue, costs of towing, inconvenience, fuel costs, telephone costs, loss or damage to personal property, or loss of time. This Limited Warranty limits Tiffin's obligations to the sole remedies of repair or replacement. The decision as to which remedy, if any, applies shall be made by Tiffin in its sole discretion.

Tiffin has not and does not authorize any person or entity to create any obligations or liability for Tiffin in connection with this Limited Warranty or with the sale of the motorhome.

This exclusion of consequential and incidental damages shall be deemed independent of, and shall survive, any failure of the essential purpose of this Limited Warranty. Some states do not allow the exclusion or

limitation of consequential or incidental damages, so the above exclusions may not apply to you.

**8. ARBITRATION AGREEMENT.** By signing the Warranty Registration Form, by signing any other such warranty registration materials furnished by Tiffin, by submitting a warranty claim, or by using the Tiffin motorhome, Purchaser agrees to the terms of this **ARBITRATION AGREEMENT** (the "Agreement").

(a) Except as expressly provided below, Tiffin and Purchaser agree that any person covered by these **ARBITRATION** provisions may elect to resolve by **BINDING ARBITRATION** any controversy, claim, counterclaim, dispute or disagreement ("claim") relating in any way whatsoever to Purchaser's motorhome. The following are collectively referred to as "covered person" or "covered persons," as the case may be, under this Agreement:

- (1) Tiffin and the Purchaser;
- (2) Purchaser and any retail dealer, manufacturer, or supplier of component parts related to the motorhome; and
- (3) Purchaser and any of the current and former employees, officers, directors, assigns, contractors, subcontractors, successors, affiliates or agents of the persons previously listed in (1) and (2).

(b) This Agreement includes, but is not limited to, any controversy, administrative proceeding, claim, counterclaim, dispute or disagreement arising out of, in connection with, or relating to, any one or more of the following:

- (1) the interpretation, execution, administration, amendment or modification of this Agreement;
- (2) the interpretation, execution, administration, amendment or modification of the Limited Warranty or any alleged implied warranties;

- (3) any charge or cost incurred pursuant to the Limited Warranty;
- (4) the collection of any amounts due under the Limited Warranty;
- (5) any alleged claim, whether in contract, tort or otherwise, arising out of or relating in any way to the Limited Warranty or to the motor home;
- (6) any transaction, any advertisement or solicitation, or any business interaction or relationship with any covered person;
- (7) any alleged breach of any provision of the Limited Warranty;
- (8) any statements or representations made to Purchaser or by Purchaser with respect to the Limited Warranty; and
- (9) any of the foregoing arising out of, in connection with, or relating to, any agreement which relates to the Limited Warranty, or any transaction or business, interaction or relationship Purchaser has with any covered person.

(c) If any covered person elects to **ARBITRATE**, the claim shall be settled by **BINDING ARBITRATION** under the Federal Arbitration Act ("FAA"). In addition, if any covered person becomes a party in any lawsuit that Purchaser has with a third party, whether through intervention or by motion made by Purchaser or any third party, any covered person may elect to have all claims in the lawsuit between Purchaser and the third party resolved by **BINDING ARBITRATION** under this Agreement.

(d) The **ARBITRATION** shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and its Supplementary Procedures For The Resolution Of Consumer-Related Disputes (the "Arbitration Rules") in effect at the time the demand for **ARBITRATION** is filed. In the event of a conflict between the Arbitration Rules and this Agreement, this Agreement shall control, except that, in the event that the AAA determines that any provision of this Agreement does

not comply with applicable standards stated in the AAA's Consumer Due Process Protocol, the standards of the Protocol shall control. Tiffin will tell Purchaser how to contact the AAA and how to get a copy of the Arbitration Rules without cost if Purchaser asks Tiffin in writing to do so. Or, Purchaser may contact the AAA directly at 1-800-778-7879 (toll free) or at [www.adr.org](http://www.adr.org).

(e) If the AAA's Supplemental Procedures for Consumer-Related Disputes apply to Purchaser's claim and if Purchaser's claim for actual damages does not exceed \$10,000, Purchaser shall be responsible for paying one-half of the arbitrator's fees up to a maximum of \$125. If Purchaser's claim for actual damages exceeds \$10,000, but does not exceed \$75,000, Purchaser shall be responsible for paying one-half of the arbitrator's fees up to a maximum of \$375. For any claim that exceeds \$75,000, Tiffin will pay all other arbitrator's fees and costs imposed by the administrator of the **ARBITRATION**.

(f) If Purchaser's claim is a consumer-related claim for actual damages that exceeds \$75,000, or if it is a non-monetary consumer-related claim, or if it is not a consumer-related claim, Purchaser shall be responsible for paying the administrative costs and arbitrator's fees as provided in the AAA's Commercial Fee Schedule. Additionally, in the case of a consumer-related claim for actual damages in excess of \$75,000 or for non-monetary damages, and in the case of any non-consumer-related claim, the prevailing party in an ARBITRATION proceeding may seek to recover its expenses for administrative fees and arbitrator(s) fees from the other party in accordance with the Arbitration Rules. The final award by the arbitrator(s) pertaining to such a claim can apportion the administrative fees and expenses and arbitrator(s) fees between Tiffin and Purchaser as part of the award, as the arbitrator(s) determines is appropriate.

(g) The fees and costs stated in this Agreement are subject to any amendments to the Arbitration Rules and fees and costs schedule of the AAA. The fees and costs schedule in effect at the time Purchaser submits his or her claim shall apply. The Arbitration Rules permit Purchaser to request a deferral or reduction of the administrative fees of arbitration if paying them would cause Purchaser extreme hardship. Each party also has the option of filing an action in small claims court for any claim or disputes within the scope of the small claims court's jurisdiction, not to exceed \$5,000 in the aggregate.

(h) The arbitration of any claim of \$150,000 or greater shall be conducted by a panel of two (2) arbitrators. The arbitration of any claim of a lesser amount shall be conducted by one (1) arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between Tiffin and Purchaser. If Tiffin and Purchaser cannot agree on the arbitrator(s), the AAA shall appoint the arbitrator(s).

(i) Except as expressly provided in this Agreement to arbitrate, no claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another claim, or resolved on behalf of a class of similarly situated persons. All statutes of limitations, defenses, and attorney-client and other privileges that would apply in a court proceeding shall apply in the arbitration. Any in-person arbitration hearing will be held in the federal judicial district which includes Franklin County, Alabama. Any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity of the limited Warranty or this entire Agreement, shall be decided by the arbitrator(s). The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration.

(j) In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The arbitrator's findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the Agreement. Any appeal of the arbitration award shall be governed by the FAA. Judgment on the arbitration award may be entered in any court having jurisdiction.

(k) Tiffin and Purchaser specifically acknowledge and agree that this Agreement evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise.

(l) If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision. This Agreement shall

survive the expiration, lapse or termination of the limited Warranty and shall so survive as to any claim covered within the scope of this Agreement. This Agreement's **ARBITRATION** provisions shall bind Purchaser and Tiffin even if Purchaser fails to execute and return any warranty registration materials to Tiffin.

(m) Whether any controversy is arbitrated or settled by a court, Tiffin and Purchaser voluntarily and knowingly waive any right to a jury trial with respect to such controversy to the fullest extent allowed by law.

(n) Purchaser acknowledges that this Agreement to **ARBITRATE** any disputes limits or waives certain of Purchaser's rights. With respect to any claim the Purchaser is agreeing to **ARBITRATE** pursuant to this Agreement, Purchaser is waiving his or her right to bring a court action, and Purchaser is waiving the right to have a jury trial on all controversies, whether settled by **ARBITRATION** or by a court. Purchaser cannot represent a class of claimants in the **ARBITRATION** proceeding. Discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights Purchaser may have in a court proceeding also may not be available in **ARBITRATION**.

(o) Any action or any demand for arbitration hereunder must be commenced no later than one (1) year after expiration of this Limited Warranty. The performance of repairs shall not suspend or toll this limitations period. Any performance of repairs after the Limited Warranty has expired or any performance of repairs to component parts or appliances that are excluded from coverage shall be considered "good will" repairs, which shall not alter the express terms of this Limited Warranty nor suspend or toll this limitations period.

## 9. JURISDICTION AND VENUE.

PURCHASER AND TIFFIN AGREE THAT EXCLUSIVE JURISDICTION OF ANY PROCEEDING HEREUNDER SHALL BE IN THE STATE COURT OF GENERAL JURISDICTION IN AND FOR FRANKLIN COUNTY, ALABAMA, OR IN THE FEDERAL DISTRICT COURT DIVISION THAT INCLUDES FRANKLIN COUNTY, ALABAMA. PURCHASER AND TIFFIN AGREE TO SUBMIT THEMSELVES, IN ANY LEGAL ACTION OR PROCEEDING

BETWEEN THEM RELATING TO THIS LIMITED WARRANTY OR OTHERWISE TO THE STATE OR FEDERAL COURT FOR FRANKLIN COUNTY, ALABAMA, AND CONSENT THAT ANY ACTION OR PROCEEDING SHALL BE BROUGHT IN SUCH COURTS, AND HEREBY WAIVE ANY OBJECTION THAT EACH MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY ACTION OR PROCEEDING IN ANY SUCH COURT.

**10. PURCHASER SHOULD REGISTER THIS LIMITED WARRANTY.** Purchaser acknowledges receipt of a copy of this Limited Warranty booklet prior to the purchase of the motorhome. Purchaser is hereby informed that this Limited Warranty will govern the parties' rights and obligations whether or not Purchaser signs and returns the Warranty Registration card included with this Limited Warranty booklet. However, Purchaser is hereby further informed that returning the Warranty Registration card will facilitate notification to the Purchaser of any product recalls or service bulletins.

**11. HOW YOU CAN GET SERVICE.** Purchaser's satisfaction is important to Tiffin. The dealer is also interested in Purchaser's satisfaction, and normally will be the one resolving Purchaser's concerns. Tiffin recommends that you take these steps:

(a) **Service Center Level**

- (1) Discuss any warranty-related problems directly with the Service Manager at your selling Tiffin authorized service center or other authorized Tiffin service center. Most problems will be resolved at this level.
- (2) If the matter is not resolved to your satisfaction by the Service Manager at your Tiffin authorized service center, discuss the problem directly with the General Manager of the Tiffin authorized service center or other Tiffin dealer.
- (3) If you still cannot come to an agreement or resolution of the problem, please write to the Customer Relations Department at Tiffin Motorhomes, Inc., P.O. Box 596, Red Bay, Alabama 35582. *You must contact the Customer Relations Department at Tiffin in writing if,*

*during the warranty period, your motorhome has been at Tiffin authorized service centers for a cumulative total of fifteen (15) days. Failure to give this notification will void this warranty, and any subsequent repairs will be "good will" repairs, only.*

- (4) In contacting Tiffin, please include your name, address, area code and telephone number. Also include in your letter the model, chassis vehicle identification number ("VIN"), Tiffin serial number, date of purchase, and the name of the Tiffin authorized service center. The letter you send must be as descriptive as possible in order to fully inform us of the alleged damage or defect in or to the motorhome. Also include a description of the nature of the service problem, and a brief explanation of the steps or service the Tiffin authorized service center has performed, and the results obtained. You will be contacted by return mail or by phone. Any transportation charges on defective parts submitted for examination under warranty must be prepaid by you. The Purchaser may be directed to another Tiffin authorized service center for repairs to be completed, if such Tiffin authorized service center is better able to complete the repair.

(b) **Factory Level**

- (1) If all attempts to repair the motor home at the Tiffin authorized service center fail to accomplish the repair, Tiffin may require that the motor home be brought back to Tiffin's Customer Service Department at Red Bay, Alabama to complete the repairs. In such event, Tiffin shall be allowed an additional thirty (30) days to perform its obligations under this limited warranty. The cost of bringing the motor home to Red Bay will be the burden of the customer. If the Purchaser refuses to allow the motor home to be brought back to Tiffin's factory for such repairs, or refuses to go to the designated Tiffin authorized service center for repairs, the warranty on that repair will be voided.

- (2) If necessary, a representative of Tiffin will inspect Purchaser's motorhome to determine the extent of Tiffin's responsibility, if any, under this Limited Warranty.
- (3) If, after the above steps are completed, and the requested repairs are not made to Purchaser's satisfaction, the Purchaser may contact the Customer Relations Manager at Tiffin and request a customer relations board meeting to resolve the problem. This action, however, is not mandatory on the part of Tiffin.

**12. CHANGES IN DESIGN.** Tiffin reserves the unrestricted right to make changes or improvements in the design, and changes or improvements to the components included in or on its products, without imposing any obligation upon Tiffin to install the same upon its products previously manufactured, or to any other motorhome, whether manufactured before or after such changes or improvements are made.

**13. PURCHASER'S RESPONSIBILITY.** In the event of resale by Purchaser, Tiffin does not adopt or ratify any such warranty, express or implied, made by Purchaser, and Tiffin shall have no liability thereunder. Purchaser agrees to defend, indemnify and hold Tiffin harmless from and against any liability of any kind to any person or entity whatsoever arising out of any warranty, express or implied, made by Purchaser in connection with any resale of the motorhome or any of its component parts.

Purchaser agrees to defend Tiffin, and to indemnify and hold Tiffin harmless, from and against any claim or loss asserted by any or all transferees of the motorhome (or any of its component parts) who are not notified by Purchaser of these Terms and Conditions of the Limited Warranty (including, but not limited to, the Exclusions, Limitations, Disclaimers, and the Arbitration Agreement) in terms substantially equivalent to those contained herein.

The Purchaser agrees to maintain all evidence of any defect or damage through the ultimate resolution of any claim and make such evidence available to Tiffin and further agrees that the failure to preserve evidence ("spoliation") will result in loss of the claim.

It is the Purchaser's responsibility to inspect the motorhome at the time of delivery and to make sure it is acceptable as delivered. The motorhome has been sold to an independent dealer and not an agent of Tiffin, for resale in the ordinary course of the dealer's business, on terms and conditions and equipped as the dealer and Purchaser determine. The Purchaser's agreement is solely with the dealer, not Tiffin. Tiffin does not participate in retail sales or retail contracts in any instance, other than by terms of this Limited Warranty. Like any other product, a motorhome and the products installed in it will require care, maintenance, and attention by the owners and occupants. Please read and follow all care and maintenance manuals and instructions supplied with your motorhome.

**14. SURVIVAL.** If any provision of the terms and conditions of this Limited Warranty shall, for any reason, be held prohibited by or invalid under applicable law, in whole or in part, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

Except for such invalid provision, the remainder of the agreement shall survive and be enforced without regard to such invalid provision.

**15. TIFFIN'S OBLIGATIONS.** By purchasing the Tiffin motorhome, Purchaser and Tiffin expressly agree to an allocation of risks between Purchaser and Tiffin as to defects in materials and workmanship. This allocation is recognized by Purchaser and Tiffin, and is reflected in the purchase price of the motorhome.

**16. NO OTHER WARRANTIES.** Complete and Exclusive Agreement: THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN PURCHASER AND TIFFIN CONCERNING THE ALLOCATION OF THE RISK OF DAMAGE OR LOSS ARISING FROM COVERED DEFECTS. It supersedes all prior agreements, whether written or oral, and all communications between Purchaser and other persons, including authorized dealers of Tiffin. No person or entity has any authority to make any representations, promises, or warranties in addition to those contained herein.

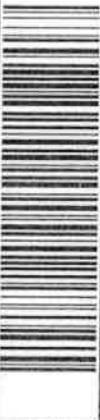
**17. FURTHER INFORMATION.** For further information concerning your Limited Warranty, please contact:

Customer Relations Department  
Tiffin Motorhomes, Inc.  
P.O. Box 596  
Red Bay, Alabama 35582  
Tel: (256) 356-8661 (extension 2294)  
Fax: (256) 356-8219  
E-mail: info@tiffinmotorhomes.com





November 2010  
Fourth Printing  
Warranty  
Ford  
Litho in U.S.A.  
[mercuryowner.com](http://mercuryowner.com)  
[fordowner.com](http://fordowner.com)  
[www.ford.ca](http://www.ford.ca)



BWTJ-197201 DA

# Warranty Guide

Ford & Mercury  
2011 Model Year  
(except F-650/750 and Hybrid vehicles)

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.

### 13. Important information about Ford limousine conversions

Ford Motor Company authorizes only Ford Qualified Vehicle Modifiers (QVMs) to perform Ford Expedition EL conversions. To obtain a list of QVMs, visit our website at [www.fleet.ford.com/limo](http://www.fleet.ford.com/limo) or call 1-800-34-FLEET. Expedition EL is suitable for limousine conversion only if equipped with the proper Ford Limousine Builder's Package. The wheelbase on the Expedition EL with the Limousine Builder's Package (17L) may NOT be extended beyond 140" (258.89 total wheelbase) or in a manner that results in a Gross Vehicle Weight Rating (GVWR) exceeding 9,900 pounds.

If an Expedition EL Limousine is NOT equipped with the Limousine Builder's Package or it is equipped with the Limousine Builder's Package but its wheelbase is extended beyond its limitations or if its GVWR exceeds the weight limitations, then the New Vehicle Limited Warranty is voided, any Ford Extended Service Plan (ESP) contract is voided, applicable Emissions warranties may be voided, and the vehicle modifier may be considered the vehicle "manufacturer" for Emissions Warranty coverage purposes (including responsibilities for emissions, warranty, recall, and in-use compliance).

Any other Ford or Mercury vehicle converted to a limousine will void the New Vehicle Limited Warranty.



Your satisfaction is our #1 goal. If you have questions or concerns about your vehicle, we suggest you follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.
2. If your inquiry or concern remains unresolved, contact the Sales Manager or Service Manager at the dealership.
3. If the inquiry or concern cannot be resolved at the dealership level, please contact the Ford Customer Relationship Center.

In the United States:

<b>Ford Motor Company</b>
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48121
1-800-392-3673 (FORD)
(TDD for the hearing impaired: 1-800-232-5952)
<a href="http://www.customersaskford.com">www.customersaskford.com</a>

In the Asia Pacific Region, Caribbean, Central America, Israel and Sub-Saharan Africa:

<b>Ford Motor Company</b>
Attention: Customer Operations
1555 Fairlane Drive
Fairlane Business Park #3
Allen Park, MI 48101
Telephone: (313) 594-4857
Fax: (313) 390-0804
E-mail: <a href="mailto:expac@ford.com">expac@ford.com</a>

In Middle East:

<b>Ford Middle East</b>
Customer Relationship Center
P.O. Box 21470
Dubai, United Arab Emirates
Telephone: 971-4-3326084
Fax: 971-4-3321299
<a href="http://www.me.ford.com">www.me.ford.com</a>

<b>Ford International Business Development, Inc.</b>
Customer Relationship Center
P.O. Box 11957
Caparra Heights Station
San Juan, PR 00922-1957
Telephone: 1-800-841-3673 (FORD)
Fax: (313) 390-0804
<a href="http://www.ford.com/pr">www.ford.com/pr</a>

In Canada:

<b>Ford International Business Development, Inc.</b>
Customer Relationship Centre of Canada, Limited
P.O. Box 2000
Oakville, Ontario L6J 5E4
1-800-565-3673 (FORD)
<a href="http://www.ford.ca">www.ford.ca</a>

## 10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

**BBB AUTO LINE Application:** Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibility under Program Summary Guidelines.

You can get more information by calling BBB AUTO LINE at 1-800-955-5100, or writing to:

**BBB AUTO LINE**  
**4200 Wilson Boulevard, Suite 800**  
**Arlington, Virginia 22203-1833**

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-2673.

**Note:** Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

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## 8. Noise emissions warranty

### NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

### THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

## 1. Introduction

**Ford Motor Company** and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs.

Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

If you own or lease a 2011-model E-350 Livery Van equipped with the Livery Service Package or a 2011-model Crown Victoria Police Interceptor equipped with the Fleet Crown Police Package Option, refer to the Addendum Card that was given to you when you took delivery of your vehicle for further explanation of the amendments to the New Vehicle Limited Warranty. Please ask the vehicle modifier for a copy of the Addendum Card if you wish to review it prior to taking delivery of the vehicle.

This booklet explains in detail the warranty coverages that apply to your 2011-model car or light truck. If you bought a previously owned 2011-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 17-31).

## **7. Additional information about your emissions warranty coverage, under Federal and California requirements**

### **HOW DO I GET WARRANTY SERVICE?**

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

### **HOW DO I HANDLE EMERGENCY REPAIRS?**

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts. Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

specified in the Scheduled Maintenance Guide will invalidate warranty coverage on parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Scheduled Maintenance Guide**.

Your Ford or Lincoln Mercury dealership, or Ford or Lincoln Mercury Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

### **WHO PAYS FOR WARRANTY REPAIRS?**

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Scheduled Maintenance Guide - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

"COVERAGE FOR 2011 MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS)"  
UNDER LONG TERM DEFECTS WARRANTY  
"(Coverage for up to 7 years/70,000 miles, whichever first occurs)"

Part Name		Engine Size/Vehicle Line									
		1.6L Fiesta	2.0L Focus	2.0L Transit Connect	2.0L Explorer	2.3L Ranger	2.5L Fusion/Atlas	2.5L Escape/Mariner	3.0L Fusion/Atlas	3.0L Escape/Mazda6	
Exhaust Manifold (Left-Hand)							X				
Exhaust Manifold Gasket							X				
EGR Cooler							X				
EGR Tube to Manifold Connector							X				
Emission Vacuum Connector							X	X			
Fuel Injector							X(4)	X(4)			
High Pressure Fuel Pump											
Throttle Body Spacer											
Fuel Vapor Storage Canister											
Fuel Injector Fuel Supply Manifold							X	X	X		
Fuel Injector Wiring Harness							X				
Instrument Cluster (5)							X	X			
Powertrain Control Wiring Harness							X	X			
Engine Control Wiring Harness							X	X			
Powertrain Engine Control Unit (ECU)	X	X	X	X	X	X	X	X	X	X	
Engine Control Sensor Wiring Assembly							X	X	X	X	
Main Body Wiring Harness (6)		X	X		X	X	X				
Dash Panel & Headlamp Junction Wiring Assembly(5)	X		X	X	X	X	X	X	X	X	
Main Wiring Assembly (8)							X	X			
Rear Lamp Wiring Assembly (6)							X		X		
GM 12V Power Distribution Block							X		X		

(1) for F-Superduty 4x4 Manual Shift on the Fly (MSOF) Transfer Case Vehicles only  
(8M-1000-1)

(2)for 4x4 only

(3) Transmission Solenoid Assembly requires replacement of Transmission Valve/Control Assembly

(4)for EcoBoost Engine only

(5) for Service Engine Soon/Malfunction Indicator Lamp (MIL) functionality, concerns only

(6) for MLI illumination only.

## LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining and caring for your vehicle as outlined in your Owner Guide and Scheduled Maintenance Guide. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

**WHAT IS COVERED?**

If the parts on the following list contains a defect that affects emissions, they are covered by the Defects Warranties.

- Air Flow Sensor
- Fuel Injection System
- Air/Fuel Feedback Control
- Fuel Injector Supply Manifold System and Sensors
- Fuel Tank (non-diesel only)
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Idle Air Bypass Valve
- Cold Start Enrichment System (diesel only)
- Ignition Coil and/or Control Module
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Intake Manifold
- Intercooler Assembly - Engine Charger (diesel and 2.0L EcoBoost engine only)
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Sensors and Switches
- Secondary Air Injection System
- Electronic Engine Control Unit (ECU)\*
- Spark Control Components
- Evaporative Emission Control System
- Spark Plugs and Ignition Wires
- Synchronizer Assembly
- Thermostat
- Exhaust Gas Recirculation (EGR) System
- Throttle Body Assembly (MFI)
- Exhaust Heat Control Valve
- Transmission Control Module (TCM) and Solenoids
- Exhaust Manifold
- Turbocharger Assembly
- Exhaust Pipe (Manifold to Catalyst)
- Vacuum Distribution System
- Fuel Filler Cap and Neck Restrictor (non-diesel only)

\* Includes hardware and emissions related software changes only

**THE WARRANTY COVERAGE**

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

**NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 17-30.**

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100. You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law," you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law." If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 33 of this booklet.

built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 24-25, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the carburetor or fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

### **Manufacturer's Warranty Coverage**

#### For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed on page 27 with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or

5 years or 100,000 miles (diesel powered engines and vehicles)  
(whichever first occurs):

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system DEFECTS WARRANTY.

- was taken to a Ford dealership for a warranted repair during the warranty period.

- then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

- Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Ford provides the New Vehicle Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 12-15. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

## 6. California requirements for emissions warranties

### QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 17).

Emissions Warranties for California Certified Vehicles

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
<b>EMISSIONS DEFECTS WARRANTY FOR VEHICLES WITH GVWR OF 14,000 LBS. &amp; UNDER</b>	<b>5 YEARS</b>
<b>Short-Term Warranty*</b>	<b>360,000 MILES</b>
<b>Long-Term Warranty**</b>	<b>770,000 MILES</b>
<b>EMISSIONS DEFECTS WARRANTY FOR VEHICLE WITH GVWR OVER 14,000 LBS.***</b>	<b>5 YEARS</b>
<b>EMISSIONS PERFORMANCE WARRANTY Vehicles of 14,000 LBS. and under</b>	<b>360,000 MILES</b>
<b>PARTIAL-ZERO EMISSION VEHICLES (PZEV) DEFECTS AND PERFORMANCE WARRANTY</b>	<b>100,000 MILES</b>

\* Gross Vehicle Weight Rating

\*\* These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California (up to 14,000 GVWR).

\*\*\* Diesel engine vehicles over 14,000 pounds GVWR are covered for 5 years or 100,000 miles.

\*\*\*\* Refer to your Vehicle Emission Control Information Label for emissions certification information.

### Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in California or other states adopting California emission and warranty regulations,\* and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

**Transmission:** all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive axle housing (including all internal parts), drive shaft, propeller shafts, retainers, supports, seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. For damage caused by airborne material (environmental fallout) where there is no factory related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the PowerStroke Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted pump/filter/water separator), high pressure lines, the frame mounted pump/filter/water separator, high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, engine control module, high pressure fuel injection pump assembly, electronic driver unit, injectors, injection pressure sensor, fuel rail pressure sensor,

## WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Electronic Engine Control Unit (ECU)\*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Heat Control Valve
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Cap and Neck Restrictor (non-diesel only)

\* Includes hardware and emissions related software changes only

## Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a certified emissions part) or any part (Ford or non-Ford) designed for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips"

## Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightning, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield regardless of miles driven, even though caused by use and/or exposure to the elements.

**EMISSIONS DEFECT WARRANTY COVERAGE**

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. Applicable parts are listed under **What is Covered?** on pages 20-21.

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  - 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic engine control unit (ECU), transmission control module (TCM), and any other onboard emissions diagnostic module.
  - 3 years or 36,000 miles (whichever occurs first) for all other covered parts.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR, up to 19,500 pounds GVWR)
  - 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See **WHAT IS COVERED** for list of covered parts.

- the defective function of your cellular phone or digital media device (i.e., inadequate signal reception by the external antenna, viruses or other software problems)

**Tire Wear or Damage**

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

**Other Items or Conditions Not Covered**

- The New Vehicle Limited Warranty does not cover:
- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
  - vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
  - vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
  - converted Expedition EL Limousines that are not equipped with the Limousine Builder's Package (17L) Option, or if the wheelbase is extended beyond 140 inches, or if the Gross Vehicle Weight Rating (GVWR) exceeds 9,900 pounds. See important information about Expedition EL limousine conversion (page 35).
  - any other Ford or Mercury vehicles that are converted to limousines. This will void the New Vehicle Limited Warranty. See important information about conversions (page 35)
  - converted ambulances that are not equipped with the Ford Ambulance Prep Package; see important information about ambulance conversions (page 34)

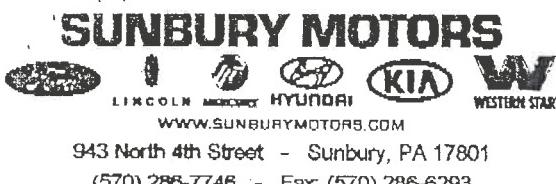


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SERVICE DEPARTMENT HOURS  
7:00 a.m. to 4:00 p.m.  
Monday - Friday

Open Date	4/12/12	Job No.	6054733/1
Pre-Invoice	4/13/12		
	6183		6184
CRAIG PETERS			
Work Phone			1F66F5DY5BOA10048
Home Phone			Delivery Date
570-868-5330			
Year	Make	Model	Body
2011	FORD	SUPER DUTY F-	STRIPPED CHASSIS

GERALD LEVANDOSKI  
150 KESTREL RD  
MOUNTAIN TOP, PA 18707

Year	Make	Model	Body	Color
2011	FORD	SUPER DUTY F-	STRIPPED CHASSIS	

DESCRIPTION OF SERVICE AND PARTS			AMOUNT
#1 - D: DIAGNOSIS TIME			
CUSTOMER STATED HAS TRANSMISSION OIL LEAK...BOTTOM OF TRANSMISSION PAN IS WET.			
Work performed by 11(11)	2.50hrs		Warranty
Installed 801 :OIL DYE	Qty: 1		Warranty
CHECKED TRANS.LEAK, FOUND COMING FROM VENT/OVERFLOW TUBE. FLUID LEVEL WAS OK. CLEANED OFF OIL RESIDUE AND ADDED DYE.			
 #2 - D: DIAGNOSIS TIME			
EXHAUST HANGER IS LOOSE AND BANGING WHEN GOING OVER A BUMP...DRIVERS SIDE IN REAR			
Work performed by 11(11)	0.00hrs @ .00		
INSPECTED EXHAUST HANGER, FOUND HANGER WAS TOO CLOSE AND HITTING ON THE FLOOR. CUT/GROUND BRACKET TOO ALLOW MORE CLEARANCE.			
Sub Total: .00			
 #3 - RECALL: RECALL			
12S27 TRANSMISSION PRNDL INDICATOR/CABLE AND SHIFT LEVER ARM REPLACEMENT			
Work performed by 11(11)	0.00hrs		Warranty
Installed 5U9Z 7A110 BA :INDICATOR ASY	Qty: 1		Warranty
Installed CU9Z 7285 A :ARM ASY - SELECTOR LEVER	Qty: 1		Warranty
REPLACED TRAN PRDL CABLE AND SHIFT LEVER ARM			

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX ID.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

PLAINTIFF'S EXHIBIT

C

ALL-STATE LEGAL®

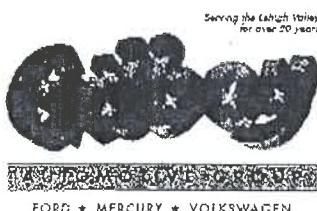
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL C

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GERALD LEVANDOSKI

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2805 MacArthur Road  
P.O. Box 284  
Whitehall, PA 18052  
(610) 434 - 4211  
[www.gilboycars.com](http://www.gilboycars.com)



79507LEV

VEHICLE IDENTIFICATION		MILEAGE OUT	DATE OUT	INVOICE NO.			
LEVANDOSKI, GERALD 150 KESTRE RD MOUNTAIN TOP	PA 18707	1F66F5DY5B0A10048	12533	10/26/12 79507			
		YEAR	MAKE	MODEL			
		11	FORD	MH STRIPPE			
CUST. NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PREG. PARK	SEAT. ADV.	TERMS
		570-868-5330	570-301-4677		00/00/00	203	CASH
CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV. DATE		
	00/00/00		12533	10/23/12	00/00/00		

GILBOY SERVICE DEPARTMENT WOULD LIKE TO THANK YOU FOR YOUR PATRONAGE AND TO REMIND YOU IF ANY PROBLEM OR PROBLEMS ARISE FROM THIS REPAIR OR HAVE ANY SUGGESTIONS

ON HOW WE CAN BETTER SERVE YOU PLEASE GIVE US A CALL AT (610) 285-2122 SERVING ALL YOUR JEEP NEEDS

LINE OP. CODE FAIL CD TECH. HOURS/MONTH TIME BLDG.  
B  
Com Customer States THE TRANS IS LEAKING  
Cor TECH FOUND THE FLUID LEVEL OVERFULL , TECH ADJUSTED THE FLUID LEVEL PER SSM 21724

CUSTOMER WILL DRIVE THE VEHICLE TO SER IF ANY LEAKS ARE STILL PRESENT AND LET US KNOW.

A72

Line Total.....

TOTAL-CUSTOMER

No Charge

21724 SOME 2009 - 2011 TORQSHIFT EQUIPPED VEHICLES MAY EXHIBIT MINOR TRANSMISSION FLUID LEAK DUE TO AN OVERFILL CONDITION.  
SOME 2009 - 2011 TORQSHIFT EQUIPPED VEHICLES MAY EXHIBIT MINOR TRANSMISSION FLUID LEAK DUE TO AN OVERFILL CONDITION. THE LEAK MAY BE CAUSED BY A TRANSMISSION FLUID OVERFILL CONDITION. INSTALL IDS TO READ (TFT) TEMPERATURE. CHECK FLUID LEVEL AT NORMAL OPERATING TEMPERATURE 150 - 170F (66 - 77C) AS PER WORKSHOP MANUAL SECTION 307-01 CHECK TRANSMISSION FLUID LEVEL AND CONDITION. IF AN OVERFILLED READING IS INDICATED, REFER TO WORKSHOP MANUAL SECTION 307-01 TRANSMISSION FLUID DRAIN AND REFILL, AND ADJUST FLUID LEVEL TO THE BOTTOM OF HOT RANGE (HASH MARK AREA MARKED WITH AN "H" ON THE FLUID LEVEL INDICATOR).  
EFFECTIVE DATE: 07-FEBRUARY-2011

CUSTOMER COPY - PAGE 01

Printed: 10/26/2012 @ 12:09

STATEMENT OF DISCLAIMER  
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability connection with the sale of this item/items.

On behalf of servicing dealer, I hereby certify that the information contained herein is accurate unless otherwise above. Warranty services described were performed at no charge to owner. There was no information that the appearance of the vehicle or otherwise, that any part required to replace under this claim had been connected in any way with any accident, negligence or misuse. Records are available for 1 year from the date of payment, contact your servicing dealer for inspection by manufacturer's representative.

CUSTOMER SIGNATURE



GENERAL MANAGER OR AUTHORIZED PERSON